

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

1200 19TH STREET, N.W.

SUITE 500

WASHINGTON, D.C. 20036

(202) 955-9600

FACSIMILE

(202) 955-9792

www.kelleydrye.com

NEW YORK, NY

TYSONS CORNER, VA

LOS ANGELES, CA

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MUMBAI, INDIA

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STEVEN A. AUGUSTINO

DIRECT LINE: (202) 955-9608

EMAIL: saugustino@kelleydrye.com

February 5, 2003

VIA ELECTRONIC FILING

Mr. William Maher
Bureau Chief
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C.

Re: *Ex Parte*
CC Docket Nos. 01-338, 96-98, 98-147

Dear Mr. Maher:

In recent weeks, parties have discussed a number of proposals for access loop/transport combinations commonly referred to as Enhanced Extended Links ("EELs"). Many of these proposals discuss options involving collocation as an indicator of the offering of LEC services by a CLEC. SNiP LiNK LLC ("SNiP LiNK"), by its undersigned attorney, submits this letter to emphasize that any "collocation" criterion should include all mutually-agreeable interconnection methodologies employed for access to unbundled network elements pursuant to Section 251(c)(3) of the Communications Act of 1934, as amended ("the Act"). This concept of alternative interconnection methodologies has frequently been referred to by the shorthand of collocation or reverse collocation, but the concept includes any interconnection methodology used for access to UNEs, as explained below.

Access via alternative arrangements is relatively common at least in Verizon territory, where SNiP LiNK provides service. SNiP LiNK currently interconnects with Verizon at four points of interconnection ("POIs"): (1) at SNiP LiNK's switch facility in Pennsauken, NJ, (2) at a POI in a carrier hotel in Center City Philadelphia, (3) within a Sprint collocation facility in Pleasantville, NJ (serving Atlantic City and the Shore LATA) and (4) within a Sprint collocation facility in Newark, NJ (serving Northern New Jersey).

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Section 4.2.5 of SNiP LiNK's original interconnection agreement with Bell Atlantic gave Bell Atlantic the sole right to choose among interconnection methodologies for delivering traffic to SNiP LiNK's Interconnection Points.¹ In addition, Section 11.7.1 of the Agreement specifies that Bell Atlantic shall deliver unbundled network elements to a collocation or "other mutually agreed upon means of Interconnection." At each of SNiP LiNK's POIs, Verizon has chosen to bring its interconnection facilities to SNiP LiNK's network and to establish a demarcation point between the networks within facilities controlled by SNiP LiNK, rather than within a Verizon end office.² For example, in Pennsauken, NJ, Verizon installed its own fiber to reach SNiP LiNK and activated OC-48 transmission electronics in SNiP LiNK's headquarters. Verizon installed this equipment on a rack located in SNiP LiNK's switch room, which is cross connected to SNiP LiNK equipment located on an adjacent rack.³

It is not clear whether Verizon considers this arrangement to be reverse collocation or merely an interconnection facility. While SNiP LiNK provides Verizon with space and power within SNiP LiNK's central office, SNiP LiNK does not charge Verizon for these services (unlike Verizon's collocation policies in its own end offices). In addition, SNiP LiNK has not assigned Verizon a cage in the portion of its switch room where other carriers and web hosts are located, but instead has dedicated a rack to Verizon's facilities. SNiP LiNK believes, however, that the terminology used to describe the interconnection is irrelevant, since the facility is clearly used to provide SNiP LiNK with access to Verizon's wholesale network.⁴ Indeed, the interconnection facility is assigned a CLLI Facility Identification Code which identifies the facility as a wholesale interconnection point. SNiP LiNK uses this CLLI code on all of its unbundled network element orders, and Verizon has provisioned UNE orders to this POI.

SNiP LiNK urges the Commission to make clear that its references to "collocation" in the context of EEL eligibility include all mutually-agreed upon methods of interconnection for purposes of access to unbundled network elements pursuant to Section 251(c)(3) of the Act.⁵ All 251(c)(3) arrangements further any policy goals designed to ensure that LEC services are provided, whether the arrangement is referred to as a collocation, a reverse collocation or something else. Further, SNiP LiNK should not be penalized because Verizon exercised its rights in the parties' interconnection agreement to specify the form of

¹ Excerpts from the Agreement are attached as Exhibit 1. As explained below, Verizon uses these facilities for delivery of traffic pursuant to Section 251(c)(2) and for the delivery of UNEs pursuant to Section 251(c)(3).

² A conceptual diagram of this interconnection methodology is attached as Exhibit 2.

³ In each of SNiP LiNK's other POIs, Verizon has installed or assigned at least an OC-12 of capacity for interconnection purposes.

⁴ As such, the facility is an "other mutually agreed upon means of Interconnection" pursuant to Section 11.7.1 of the Agreement.

⁵ This includes, but is not limited to, reverse collocation arrangements.

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interconnection that is used. Obviously, Verizon found it in its interest to delivery UNEs to a demarcation point within SNiP LiNK's facilities, rather than through collocation space provided in a Verizon end office. The Commission should encourage these types of mutually-agreeable interconnection arrangements by making clear that references to collocation are not limited to physical collocation at an ILEC end office.

In accordance with Section 1.1206(b)(1), this letter is being filed electronically in the Commission dockets specified above.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven A. Augustino". The signature is stylized with a large, sweeping initial "S" and a long, horizontal stroke extending to the right.

Steven A. Augustino

SAA:pab

cc: (via email)

Christopher Libertelli
Dan Gonzalez
Jordan Goldstein
Matt Brill
Lisa Zaina
Jeff Carlisle
Michelle Carey
Brent Olson
Tom Navin
Jeremy Miller
Julie Veach

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of January 29, 1999

by and between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

SNiP LINK, LLC

LSV/VCI Trunks for the transmission and routing of terminating LSV/VCI traffic, in accordance with Section 7 below;

911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7 below;

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with subsection 19.4 below; and

Operator services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with subsection 19.4 below.

Choke Trunks for traffic congestion and testing.

4.1.2 To the extent required by Section 251 of the Act, this Agreement provides for Interconnection to each other's networks at any technically feasible point. For the purposes of this Agreement, the Parties agree that Interconnection for the transport and termination of traffic may take place, in the case of BA, at a terminating End Office, a Tandem, a Local Serving Wire Center and/or other points as specified herein, and, in the case of SNiP, at a Central Office and/or other points as specified herein, and, in the case of both Parties, any mutually agreed-upon Mid-Span Meet arrangement as provided in Section 4.3 below. For purposes of Interconnection, if SNiP delivers traffic to BA at a BA End Office or Tandem point of Interconnection other than the terminating End Office or Tandem subtended by the terminating End Office, then such point of Interconnection shall be deemed to be a Local Serving Wire Center. In such instances and whenever SNiP utilizes a Local Serving Wire Center as point of Interconnection, SNiP shall designate that such traffic be transported via a separate trunk group to the BA Tandem that is subtended by the applicable terminating End Office. In such cases, the BA Tandem subtended by the terminating End Office will serve as the BA-IP (as defined below).

4.1.3 The Parties shall establish interconnection points (collectively, the "Interconnection Points" or "IPs") at the available locations designated in Schedule 4.0. The mutually agreed-upon IPs on the SNiP network at which SNiP will provide transport and termination of traffic shall be designated as the SNiP Interconnection Points ("SNiP-IPs"); the mutually agreed-upon IPs on the BA network shall be designated as the BA Interconnection Points ("BA-IPs") and shall be either a BA terminating End Office or Tandem.

4.1.4 In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP on its network to the other Party, the other Party may, at any time, request that the first Party establish such additional technically feasible IP(s). Such requests shall be made as a part of the Joint Process established pursuant to subsection 10.1; provided, however, that the Parties shall commence negotiations to determine the technically feasible and geographically relevant location(s) of the additional IP(s) as soon as reasonably practicable following a Party's request therefor. If, after sixty (60) days following said request, the Parties have been unable to reach agreement on the additional Interconnection

Points, then either Party may file a complaint with the Commission to resolve such impasse or pursue with any other remedy available under law or equity. For purposes of this subsection 4.1.4, a "geographically relevant" IP shall mean an IP that is located within the BA local calling area of equivalent BA end user customers, but no greater than twenty five (25) miles from the BA Rate Center Point of the BA NXX serving the equivalent relevant end user customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing BA local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party at the same physical location.

4.1.5 In recognition of the large number and variety of BA-IPs available for use by SNiP, SNiP's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of SNiP-IPs available to BA to select from for similar purposes, and as an express condition of BA's making its LSWCs available to SNiP as points of Interconnection pursuant to subsection 4.1.2 above, SNiP shall charge BA no more than SNiP's Tariffed non-distance sensitive entrance facility charge for the transport of traffic from a BA-IP to a SNiP-IP in any given LATA. The Parties may by mutual agreement establish additional Interconnection Points at any technically feasible points consistent with the Act.

4.1.6 The Parties shall configure separate trunk groups (as described in subsection 4.1.1 above) for traffic from SNiP to BA, and for traffic from BA to SNiP, respectively; however, the trunk groups shall be equipped as two-way trunks for testing purposes. As provided in Section 10 below, the Parties agree to consider as part of the Joint Process the feasibility of combining any of the separate trunk groups into a single two-way trunk group.

4.2 Physical Architectures

4.2.1 In each LATA identified in Schedule 4.0, the Parties shall utilize the SNiP-IP(s) and BA-IP(s) designated in such Schedule as the points from which each Party will provide the transport and termination of traffic.

4.2.2 SNiP shall have the sole right and discretion to specify any of the following methods for interconnection at any of the BA-IPs:

- (a) a Physical or Virtual Collocation facility SNiP establishes at the BA-IP;
- (b) a Physical or Virtual Collocation facility established separately at the BA-IP by a third party with whom SNiP has contracted for such purposes; and/or
- (c) an entrance facility and transport (where applicable) leased from BA (and any necessary multiplexing), where such facility extends to the BA-IP from a mutually agreed to point on SNiP's network.

4.2.3 SNiP shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a BA-IP pursuant to Section 13. BA shall provide the transport and termination of the traffic beyond the BA-IP.

4.2.4 SNiP may order from BA any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.2.5 BA shall have the sole right and discretion to specify any one of the following methods for Interconnection at any of the SNiP-IPs:

- (a) upon reasonable notice to SNiP, a Physical Collocation facility BA establishes at the SNiP-IP;
- (b) a Physical or Virtual Collocation facility established separately at the SNiP-IP by a third party with whom BA has contracted for such purposes; and/or
- (c) an entrance facility leased from SNiP (and any necessary multiplexing), where such facility extends to the SNiP-IP from a mutually agreed upon point on BA's network.

4.2.6 BA shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at an SNiP-IP pursuant to Section 13. SNiP shall provide the transport and termination of the traffic beyond the SNiP-IP.

4.2.7 BA may order from SNiP any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.2.8 Under any of the architectures described in this subsection 4.2, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 5 below and pursuant to the other Party's Switched Exchange Access Service tariffs. The other Party's Switched Exchange Access Service rates shall apply to such Traffic.

4.3 Mid-Span Meets

4.3.1 In addition to the foregoing methods of Interconnection, the Parties may agree, at either Party's request at any time, to establish (i) a Mid-Span Meet arrangement in accordance with the terms of this subsection 4.3 that utilizes either wireless or wireline transmission facilities, or a combination of both, or (ii) a SONET backbone with an electrical interface at the DS-3 level where and on the same terms BA offers such SONET services to other carriers. In the event the Parties agree to adopt a Mid-Span Meet arrangement that utilizes both

BA shall provide SNiP with access via electronic interfaces or electronic bonding to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable. Until such electronic access is established, BA shall provide SNiP with comparable information via facsimile or other mutually agreed upon medium.

11.7 Limitations on Unbundled Access

11.7.1 SNiP shall access BA's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Section 13 at the BA Wire Center where those elements exist or other mutually agreed upon means of Interconnection, and each ULL or Port shall, in the case of Collocation, be delivered to SNiP's Collocation by means of a Cross Connection.

11.7.2 BA shall provide SNiP access to its Unbundled Local Loops at each of BA's Wire Centers for loops terminating in that Wire Center. In addition, if SNiP requests one or more ULLs provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a ULL concentrator, BA shall, where available, move the requested ULL(s) to a spare, existing physical ULL at no additional charge to SNiP. If, however, no spare physical ULL is available, BA shall within three (3) business days of SNiP's request notify SNiP of the lack of available facilities. SNiP may then at its discretion make a Network Element Bona Fide Request to BA to provide the Unbundled Local Loop through the demultiplexing of the integrated digitized ULL(s). SNiP may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the ULL concentration site point. Alternatively, SNiP may choose to avail itself of BA's Special Construction services, as set forth in Exhibit A, for the provisioning of such ULL(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in subsection 11.9 and the Performance Criteria and Performance Interval Dates set forth in subsection 27.1 and Schedule 27, respectively, shall not apply to ULLs provided under this subsection 11.7.2.

11.7.3 If SNiP orders a ULL type and the distance requested on such ULL exceeds the transmission characteristics in applicable technical references, distance extensions may be requested, and where technically feasible, will be provisioned at an additional cost, and depending on the work done, may require additional order completion time.

11.7.4 BA will exercise all reasonable efforts to ensure that the service intervals that apply to ULLs and unbundled Ports are comparable to the (i) repair intervals that apply to the bundled dial tone line service, and (ii) installation intervals that apply to other BA-coordinated services, except as provided in Section 27. Although BA will make commercially reasonable efforts to ensure that ULLs and unbundled ports meet specified or agreed-upon technical standards, BA makes no warranty that the ULLs or unbundled Ports supplied by BA hereunder will be compatible with the services SNiP may offer to its Customers if they are used in a manner not contemplated by the Parties.

11.8 Availability of Other Network Elements on an Unbundled Basis

SNiP LiNK, LLC Interconnection Methodology

